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SUPREME COURT.

Thursday, 12th August.

IN ORIGINAL JURISDICTION.

BEFORE THE FULL COURT.

HONGKONG MILLING COMPANY V. ARNOLD, KARBERG & CO.

The sixth day's session was reached yesterday in the action in which the Hongkong Milling Company, of which Mr. H. Percy Smith is liquidator, claimed \$100,000 from Arnold, Karberg and Co. for damages, for alleged failure to supply an ice-making plant according to stated requirements. Sir Henry Berkeley, K.C., and Mr. M. W. Slade, instructed by Mr. John Hastings, appeared for plaintiffs, defendants being represented by Mr. MacNeil, from Shanghai, and Mr. G. C. Alabaster, instructed by Mr. H. W. Looker, of Messrs. Deacon, Looker and Deacon.

When the Court sat the Chief Justice announced that they would be unable to continue on Friday or Saturday.

Mr. MacNeil said he was instructed to ask for at least half a day, either Friday afternoon or Saturday morning, for the convenience of the clients.

The Chief Justice—It is not possible. We have such an accumulation of work both in summary jurisdiction and in chambers.

Mr. MacNeil thought the case would finish early next week.

The Chief Justice thought the hearing would take two days more, possibly two and a half. He thought it would have to go over to Monday, as they had another case on hand to consider. His Lordship wished to ask Mr. MacNeil about the point he argued yesterday with regard to the interpretation of the word quality. He wished to know whether Counsel intended to raise the point of latent ambiguity.

Mr. MacNeil said the word quality was in the contract.

The Chief Justice said Counsel had indicated that there was an ambiguity with regard to the word quality, and therefore it seemed to him that the argument tended rather to introduce the law as to latent ambiguity.

Mr. MacNeil said that came in necessarily. The contract contained the words clearness and quality, and quality might mean anything besides clearness.

The Puisne Judge stated that on the previous day Mr. MacNeil had raised a point as to Mr. Rennie's knowledge. It seemed to him that in the absence of fraud that could not be admissible.

Mr. MacNeil said he had raised no question of fraud, but he had stated that Mr. Rennie well knew at the time the nature of the plant he was buying.

The Puisne Judge—Unless you can bring in the principle of latent ambiguity it seems to me it would not be admissible.

Mr. MacNeil—The contract was for can ice. The Puisne Judge—If you had pleaded fraud, the knowledge of Mr. Rennie probably would have been material.

Mr. MacNeil—Mr. Rennie bought Borsig's plant with a specification as to its being a can plant. Anything turning on Mr. Rennie knowing that the plant he was buying had cans in it is surely relevant.

The Chief Justice—It seems to me that the question of latent ambiguity is a question of fact, and the Court has to say whether this word "quality" is a latent ambiguity. Then Mr. Rennie's knowledge comes into other parts of the case. It may relate to the quality in question or it may not.

Mr. MacNeil—I propose to leave what I have said to your Lordships for further consideration.

The Puisne Judge—Do you say the word "quality" is an ambiguity?

Mr. MacNeil—The word "quality" may mean anything in our warranty besides clearness.

Mr. Slade—I gather the latent ambiguity is alleged in the word clearness.

The Chief Justice—On that we have had definite evidence. We discussed the question of clearness and transparency yesterday.

Mr. Slade—The only way to interpret the words of the contract is, if it is proved that by reason of the customs of a particular trade the words which have a plain English meaning bear some other meaning, then there is a latent ambiguity. Plain English words are given a plain English meaning.

The Chief Justice—The custom of a trade is one thing, but there are others. I think it is an accurate statement of law that the fact whether a term in a contract is latently ambiguous is a question of fact for the Court.

Mr. Slade—It is a question of fact to be both pleaded and proved.

The Chief Justice—If the Court comes upon a word it does not understand, the question of latent ambiguity arises.

Mr. Slade—If it has been pleaded and proved ambiguous.

The Chief Justice intimated that the Court would consider the point.

Mr. MacNeil, continuing his address, reiterated his previous statement that he thought Messrs. Jardine, Matheson and Co. wanted the ice if it was merchantable, and he thought they must have been influenced to reject it by the peculiar circumstances of the Milling Co. So far as he knew, up to the time of the actual rejection by Jardine, they were prepared to take ice on the can system.

Mr. MacNeil was about to read some correspondence when

Mr. Slade raised the objection he had taken on the previous day, that letters between Jardine or the Ice and Milling Companies were not receivable in evidence.

The Court decided to hear the correspondence, but decided to leave Mr. Slade's objection as a proposition of law to be raised later.

Mr. MacNeil, continuing, said the claim for loss of profit extended to five years instead of ten years, the length of the contract with Messrs. Jardine, Matheson and

Co. That at once gave rise to inquiry in the minds of the persons claimed against as to the reasons of this limitation. He supposed that any principle of law which justified a claim for five years would justify a claim for ten years. Another point was that the claim for damages was for five years, and the warranty was that the plant would do its work for one year. That also necessarily gave matter for thought and consideration, because a particular plant was sold to do a particular kind of thing, and the seller said if taken over in proper order it would do its work for a year, but beyond that time he would not guarantee it. There was no reason whatever to suppose that Borsig's machine, if taken over, would not have done its work satisfactorily for five, ten or twenty years, but, on the other hand, there was no reason to suppose that it would. However, if the machine worked for a year, that was all the guarantee the manufacturer had given.

The Puisne Judge—Supposing the machine did its work for thirteen months, you say there could have been no claim?

Mr. MacNeil did not think there could be. There must be a limit placed on the time for which a thing was warranted. He was at a loss to see how any claim could be raised in this action on the warranty for more than one year, for which time the plant was guaranteed. Under the contract between the Milling Company and Messrs. Jardine, Matheson and Co. the limit of supply was 6,500 tons of ice in the year. On coming to look at the claim it was found that the lowest profits were calculated upon a supply of 7,200 tons, 1,000 tons in addition.

Mr. Slade—If that is so the figures can be corrected. Proceeding, Mr. Slade said the comment was perfectly unjustified on the particulars. That was only a detail showing how the estimated loss of profit was arrived at. If his friend turned to the previous page he would find that the estimated loss of profit was \$35,000, not \$52,000 as he had put it.

Mr. MacNeil said there was a further point to which he wished to direct special attention. There was a clause in the agreement between Mr. Rennie and Messrs. Jardine, Matheson and Co. to the effect that if the price of ice fell below what it then was, namely, 1½ cent per pound, the Company was to allow the Milling Company a proportionate reduction in their five-eighths, but not below four-tenths. It had been distinctly proved by Mr. Haxton that the consequence of the Oriental Brewery competition was to put ice down to half a cent a pound.

Mr. E. Arndt deposed to being lately in the employ of Messrs. Arnold, Karberg and Company, which firm he first joined in 1898. He first made the acquaintance of the late Mr. Rennie in 1905, when he sold him some Diesel engines. Witness was then managing the machinery department of Messrs. Arnold, Karberg and Company. In the same year Mr. Rennie spoke to witness about machinery for the manufacture of ice, and he gave Mr. Rennie some memoranda referring to a plate ice plant which it was proposed to erect at Shanghai, as well as Borsig's and de la Vergne's catalogues. Mr. Rennie then asked for an estimate, and the firm got one from Borsig. In October, 1907, Mr. Rennie told him that he had an idea of installing an ice plant at Junk Bay, and witness told him he would give him an estimate based on Borsig's. Mr. Rennie consented, and later witness supplied him with an estimate. At that time Mr. Rennie said nothing about the kind of ice he wanted. He said he wanted 24 tons a day of clear ice. A thing was said about the Hongkong Ice Company or Messrs. Jardine, Matheson and Co., and nothing was said about the disposal of the ice. Witness told Mr. Rennie that the estimate he was going to offer was for a can ice plant, and Mr. Rennie made no objection. Subsequently, however, he made a counter offer, and after a number of wires between Hongkong and Berlin his offer was accepted. What Mr. Rennie chiefly insisted on was time of delivery. After the acceptance of the order Mr. Rennie told witness that he had sold the ice he was going to make to Messrs. Jardine, Matheson and Co. for a number of years.

The examination of Mr. Arndt was continued after the fifth adjournment. He told the Court he was present at the inspection of the ice plant on June 23rd. Those who accompanied him on the launch were Sir Paul Chater, Mr. Ross, of Jardine, Matheson and Co., Mr. Gibson, of Chard and Mr. Wilks. At the inspection Mr. Haxton, of the Ice Co., was also present.

Cross-examined by Mr. Slade, witness said he had not had experience of ice manufacturing machinery before he made enquiries on behalf of Mr. Rennie. He was not an engineer, and his information regarding such machinery was acquired from catalogues and from his experience in Hongkong. The transparent ice apparatus was an apparatus for making can ice clear.

I don't want to have any confusion. We understand each other that clear ice means transparent ice?—I don't know about that.

Clear and transparent are interchangeable words?—I don't know.

You said that yourself just now?—I say it means clear as far as it can be made in a can ice plant.

It means transparent?—Yes.

Those two words mean the same?—The word transparent in this case, in my opinion, means not opaque.

From the catalogue and Mr. Borsig's letters did you understand that he claimed with his apparatus to manufacture transparent ice?—Yes, with the exception of a core.

If the machine turns out ice which, besides the core, has a great number of air needles which render it not transparent, do you think Borsig has carried out his contract?—I don't know whether it was not transparent. You think it is perfectly legitimate for Borsig to supply ice with a large number of air needles in it?—Yes.

Air needles don't make any difference to clearness?—No.

You got no complaint against Borsig, and we have none against you on the subject of air needles?—No.

Was it in consequence of the advice of Mr. Ormiston that you asserted that your ice is as clear as the Hongkong Company's ice?—I am not guided by Mr. Ormiston's advice.

Do you assert, apart from the core, that your ice is as clear as that of the Hongkong Company?—Yes.

And that is just what Mr. Ormiston advised you to do, eh?—Mr. Ormiston has nothing to do with my opinion.

The cross-examination of Mr. Arndt had not concluded when the Court adjourned.

HONGKONG GENERAL CHAMBER OF COMMERCE.

Minutes of a Monthly Meeting of the General Committee of the Hongkong General Chamber of Commerce held in the Chamber Room, St. George's Building, on Tuesday, the 3rd August, 1909, at 4.50 p.m. Present:—Hon. Mr. E. A. Hewett (Chairman), Mr. J. R. M. Smith (Vice-Chairman), Mr. W. J. Gresson, Messrs. A. Babington, J. W. C. Bonnar, J. W. Bandow, D. R. Law, H. A. Slade, E. Shellim, H. E. Tomkins and E. A. M. Williams (Secretary).

MINUTES.

The Minutes of the last Monthly Meeting of the Committee were confirmed.

ASSISTANTS AND SURVEYS ON PIECE GOODS.

The following reply to the Bradford Chamber was read:—

Hongkong Chamber of Commerce.

Dear Sir—I am directed to your letter of 11th May, 1909, in which you express the dissatisfaction existing among Exporters of Worsteds, Woollen and Cotton Goods, whose product has been the subject matter of dispute between themselves and Eastern Buyers.

My Committee do not know what particulars the system adopted by the Bombay Chamber differs from that of the local Chamber, but have written for details and upon their receipt will give the matter their further consideration.

I am to state that my Committee have had full confidence in the ability of the Arbitrators and Surveys elected by them from time to time, and cannot but believe that the error of judgment is with the Exporters of the cargo in dispute.

If the Bradford Chamber of Commerce can bring a clear case to the notice of my Committee, showing that they are justified in animadverting against the decisions of our local Surveys, in the manner they have done, my Committee will thoroughly enquire into the matter.—I am, &c.,

E. A. M. WILLIAMS, Secretary.

The following letter to the Bombay Chamber was read:—

Hongkong Chamber of Commerce, 30th June, 1909.

Dear Sir—My Chamber has received a circular letter from the Bradford Chamber of Commerce in which the system adopted by the Bombay Chamber of Commerce for dealing with disputes in respect of alleged inferiority in the quality of Worsteds, Woollen and Cotton Goods is referred to.

My Committee would much like to know the procedure of your Chamber as to appointment of Arbitrators and Surveys, so that they may bring ourselves into line with you.

Any information you can give me on this point will be much appreciated.—I am, &c.,

E. A. M. WILLIAMS, Secretary.

The following reply from the Bombay Chamber of Commerce was read:—

Chamber of Commerce, Bombay, 16th July, 1909.

Dear Sir—In reply to your letter dated 30th June regarding the procedure adopted by this Chamber with reference to the appointment of Arbitrators, I have pleasure in enclosing herein a copy of the rules and regulations governing all disputes submitted to the Committee. I may mention that surveys for private surveys are not appointed, it is only when both parties to a dispute submit separate statements of their case direct that arbitration is undertaken and an award given. Both parties must also express their willingness to abide by the decision.

When surveys who are adopted by the disputants themselves are unable to agree the matter can be referred to the Committee of this Chamber for an umpire's decision.

In sending you the enclosed pamphlet I would express the hope that it will prove of practical utility and furnish you with the information you desire to obtain.—Yours faithfully,

J. B. LESLIE BODGERS, The Secretary.

Hongkong General Chamber of Commerce.

CURRENCY QUESTION.

The following letter from the Tientsin Chamber was read:—

Tientsin Chamber of Commerce, 28th June, 1909.

SIR—I have the honour to invite the co-operation of your Chamber on the currency question, which is a matter of vital interest to all the commercial communities in China.

The question has again been brought vividly before this Chamber by the wholesale depreciation of the local currency, and matters have reached an impasse.

In inviting your co-operation you will perhaps allow me to explain in some detail the present situation of the local currency.

The fineness of the local Hongkong Hua Pao sycee is supposed to be .992, and the shoes are so stamped, but no control has for some time been exercised over the melting shops, and the touch has deteriorated to anything round about .965.

In February, 1908, the Commissioner of Customs issued a notification (vide pp. 49-50 of our 1908 Year Book) that owing to the deterioration of sycee an extra 2 per cent. would be imposed on all duties. It was not until September, 1908, after much agitation, that this illegal charge was done away with, but we were unable to induce the Chinese Authorities to acknowledge their liability for the currency in spite of the fact that all melting shops were required to hold licences from them.

Since that date a so-called melting fee of 8 per cent. has been charged on all duties, and we have, up to the present, been unable to secure the abolition of this imposition.

No steps have been taken to recall the debased sycee, nor efficiently control the issue of new

shoes. A proclamation was issued by the Halkma, Tse in March 1908 (vide p. 142 of our 1908 Year Book) which ordered the melting shops to issue sycee of .992 fineness; but this proclamation has been a dead letter. The position then is this. That the former currency of debased sycee, lower than .992, which formed the currency of the port, has been demonstrated and that no effective steps have been taken to replace same by another currency. This has led to a state of confusion in all financial transactions to the detriment of trade.

Things have reached such a pass that a payment of Tls. 1,000,000 recently required to be made on Chinese Government account to one of the banks could not be made owing to their having no sycee of the requisite fineness.

On 18th instant, a special meeting of this Chamber was held, and a long resolution was adopted demanding that the debased sycee shall be recalled, replaced and remelted, and that an efficient control of all sycee melted in future should be maintained. I have the honour to send you under separate cover copies of correspondence, and of the minutes of the meeting referred to.

The Committee was instructed to invite the co-operation of the other Chambers in China, and I feel confident in laying the facts before your Committee that they will welcome the opportunity to co-operate with us in urging the Diplomatic Corps in Peking to insist on the long promised reform of the currency being carried into effect. There is a strong feeling in this Chamber that we can go on writing despatches interminably without producing any effect, and, as one speaker pointed out at our recent meeting, the foreign community have a very powerful lever in the payments they make to the Customs. If our united representations again bear no fruit it might be worth considering whether combined action of all the Chambers in the manner indicated would be advisable.

The minutes, which I am forwarding to you, will, I think, give an idea of the serious financial situation here, and, as the agent of one of the banks pointed out, breaking point may be reached at any moment.

I feel confident in approaching your Chamber that we shall have your full support in another united endeavour to secure the long promised currency reform.

We are communicating in the above sense with the Chambers of Commerce at Shanghai, Hankow, Tientsin, Newchwang, London, and Manchester, and I feel hopeful that if we unite in taking firm action we shall be able, under the new Chinese régime, to secure the desired reform.—I have, &c.,

W. E. SOUTHCOTT, Chairman.

The letter and enclosures were duly acknowledged in a letter which stated that the matter was receiving the attention of the Committee of the Chamber, and subsequently the following reply was sent:—

Hongkong Chamber of Commerce, 10th August, 1909.

SIR—I have now the honour to reply to your letter dated 28th June, 1909, on the question of Currency Reform in China.

My Committee are fully prepared, as they have always been, to take part in any concerted action having for its object the improvement of the present state of affairs to which you call attention. It is presumed that the present endeavour will take the form of a joint memorial, and my Committee will be glad to receive a draft of it in due course.—I am, &c.,

E. A. M. WILLIAMS, Secretary.

W. E. Southcott, Esq., Chairman, Tientsin Chamber of Commerce.

THE BLOWING OF STEAM WHISTLES IN THE HARBOUR.

The following letter from Messrs. Deacon, Looker and Deacon was read:—

Hongkong, 23rd July, 1909.

SIR—We desire to call the attention of your Committee and especially to those Members of it who represent shipping interests, to the 21st regulation of Table "M" of the Merchant Shipping Ordinance No. 10 of 1899. The object of this regulation is to control the nuisance caused by the unnecessary blowing of steam whistles in the harbour.

In the original regulations published simultaneously with the Ordinance, the regulations ran as follows:—

"9. No Steamship when at anchor near or lying off the Quay, or when moored to or waiting at any wharf or landing-places, shall use the steam whistle, nor shall such steamship, when under way, use the steam whistle, except for the purpose of giving necessary notice of her approach towards any other vessel."

"10. No steamship when entering or leaving the Harbour, or when at anchor therein, shall use her steam whistle, except for the purpose of navigation or to avoid collision. The use of such steam whistle for any other purpose is hereby prohibited."

These regulations were amended by the Government Gazette of the 10th March, 1908, page 342, and the following regulation was substituted for the two quoted above:—

"21. No steamship shall use her steam whistle except for the purpose of navigation as laid down by His Majesty's Orders in Council in Articles 15, 28 and 31 of the Collision Regulations."

The effect of the present regulation is that, unless a steamship blows her whistle when in the waters of this Colony strictly for the purpose of regulations 15, 28 and 31 of the regulations for preventing collisions at sea, a nuisance is committed for which the Master can be fined.

We are given to understand that it is the invariable practice of seamen, both

in the waters of this Colony and in other crowded anchorages and possibly even in the open sea to give a warning on the whistle of a steamship's approach to small craft whose presence or course might constitute danger either to themselves or to the steamship. This signal appears to consist of one or more blasts or toots.

The necessity for this warning is particularly apparent in this harbour where steamers, when coming up to their buoys or their wharves, have often to be steered at such a speed as to preclude their being under full steerage way, rendering them often unable, owing to the crowded state of the harbour and the influence of the tides, to avoid small craft which otherwise they would be bound to steer clear of.

Under regulation 21, as at present framed, a steamship cannot adopt the customary method of warning small craft without being liable to conviction for a nuisance. On the assumption that the giving of these warning whistles is in accordance with the ordinary practice of seamen, Regulation 21 would also seem to be contrary to regulation No. 6 of Table "M," viz.,—

"6. All vessels irrespective of size shall, whether in a Fairway or not, observe the International Collision Regulations, and no vessel whatever shall anchor in any of the Fairways."

We would invite the attention of your shipping members and of your Committee to a consideration of the above facts.—We have, &c.,

DEACON, LOOKER AND DEACON.

After consideration of the matter by the Committee the following reply was sent:—

Hongkong, 7th August, 1909.

GENTLEMEN—My Committee has now considered your letter dated 23rd July, on the subject of Regulation 21 of Table "M" of the Merchant Shipping Consolidation Ordinance No. 10 of 1899 and its relation to the control of nuisances caused by the unnecessary blowing of steam whistles in the harbour.

My Committee would be glad to know in what particular you would suggest the existing regulations should be amended in order that they should not interfere with the ordinary precautions considered to be desirable by Masters in the navigation of the harbour.

I should be glad to hear if you would be good enough to act on behalf of the Chamber of Commerce in this respect, and draft amending regulations to take the place of the unworkable sections referred to in your letter.—I have, &c.,

E. A. M. WILLIAMS, Secretary.

Messrs. Deacon, Looker and Deacon.

TRADE MARKS BILL.

The Secretary submitted the following report of the Sub-Committee appointed at the last Meeting to consider the Bill:—

Recommendations of the Sub-Committee appointed by the Hongkong General Chamber of Commerce regarding the new Trade Marks Ordinance.

A.—As regards Clause 55 p. 6 "Non-user of Trade Mark." It is proposed that the time limit be abolished altogether, as a trade mark once registered should be the property of the Registered owner for all time.

B.—As regards Clause 39 p. 7. The Sub-Committee uphold the position taken up by the committee of the Chamber of Commerce in their letter to the Colonial Secretary dated 23rd October 1908, to the effect that "Registration does not confer a right." Rights are conferred by usage.

Registration is only one of a number of safeguards to such rights.

C.—Rule 28 p. 12. "Hearings." "Three months" to read "six months."

D.—Rule 33 Opposition to Registration p. 13. "Three months" to read "Six months."

Rule 34 Counter Statement p. 13. "One month" to read "Three months."

Hongkong, 7th July, 1909.

The Sub-Committee's recommendations were unanimously adopted and it was decided to forward them to the Government.

The Chairman, on behalf of the Committee, expressed his thanks to the gentlemen who sat on the Sub-Committee.

PATENTS ORDINANCE 1892.

The Government forwarded for the consideration of Committee a copy of a Bill entitled an 1892 Ordinance to amend the Patents Ordinance which has been read a first and second time by the Legislative Council of this Colony, together with a copy of a letter from the Hongkong Law Society dated the 6th instant and a copy of a Memorandum dated the 12th instant by the Crown Solicitor, whose suggestions are acceptable to the Law Society. His Excellency the Governor inquired whether your Committee concurred in these amendments.

A reply was returned that the Committee saw nothing to object to in the amendments covered by the Ordinance as altered by the Law Society.

THE ANTUNG-MUKDEN RAILWAY.

STATEMENT BY JAPAN.

The Japanese Government has issued the following statement on the Antung-Mukden Railway Question:—

It will be remembered that the light railway between Antung and Mukden was built by Japan during the late war, for military purposes. As the line was constructed in haste, it was wholly unsuited for ordinary commercial purposes.

When the South Manchurian Railway was transferred to the Japanese Government, the necessity of a connecting link between that line and the Korean system became apparent, and according to Article VI of the Supplementary Agreement to the Manchurian Convention of Peking of 1905, it was agreed that Japan not only had the right to maintain the military railway in question, but also was to improve it so as to make it fit for the conveyance of merchandise of all nations, or, in other words, to transform a purely military line into a commercial railway.

The existing Antung-Mukden Military Railway has a total length of 188 miles and a gauge of 2 feet 6 inches.

To avoid the construction of tunnels and bridges, for which there was no time, the line was given a wide detour, and many steep gradients and short and sharp curves, so owing to these defects there is naturally frequent danger of derailment. The hauling capacity of the locomotives is very small, three or four cars constituting a maximum train and in some portions of the line where the grades are steep, trains have to be divided into two or more separate hauls. The speed capacity of the engine is also necessarily very low, while travel

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[36]

on the line by night is impracticable. Transit between Antung and Mukden requires two full days.

It was to remove these defects and to make the road available and efficient for commercial purposes that the improvement stipulation was inserted in the said Supplementary Agreement of 1905.

By the opening of the Mukden-Fusan Line, another route will be established for intercontinental intercourse between Europe, Japan, and the Far East generally. The new route will have the advantage of reducing the sea voyage to ten hours, but in order to make the route effective and useful it is necessary that it shall have the same gauge and efficiency as the Korean and the South Manchurian Railway systems, to which the route under consideration will be the connecting link.

Improvements which are absolutely essential include the building of bridges, boring

THE SEEKER AFTER HEALTH

It is always glad to hear of a medicine that has been found to be of benefit to those who are suffering from various ailments. Such a remedy is BEECHAM'S PILLS. For half a century they have been doing incalculable good, and all who suffer from troubles traceable to disorders of the Stomach, Liver, Bowels, or Kidneys should take

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these pills. They are a skillful combination of valuable vegetable extracts in precise proportions—and act naturally and gently on the organs at fault, even a few doses showing most marked results. Those who desire a sound digestion and active liver, steady nerves, pure blood, buoyant and good spirits, should not delay a single day, but at once provide themselves with, and begin a course of,

BEECHAM'S PILLS.

Sold everywhere in boxes, price 91d., 1/11 & 2/9.

NAVIGAZIONE GENERALE

(Florio and Balabanti United Companies)

NOTICE TO CONSIGNEES.

FROM BOMBAY AND SINGAPORE.

THE Steamship

"ISCHIA"

having arrived from the above Ports. Consignees of Cargo by her are hereby informed that their Goods are being landed at their risk into the Godowns and extra hazardous Godowns of the Hongkong and Kowloon Wharf and Godown Company, Ltd., whence delivery may be obtained. Perishable Goods to be taken delivery of immediately.

All Claims must be sent to the Office of the undersigned before Noon on the 16th inst., or they will not be recognised.

All Claims will be presented within ten days of the steamer's arrival here, after which date they cannot be recognised.

No Claims will be admitted after the Goods have left the Godowns, and all Goods remaining undelivered after the 15th inst. will be subject to rent.

All broken, chafed, and damaged Goods are to be left in the Godowns, where they will be examined on the 15th inst., at 9.30 A.M.

No Fire Insurance has been effected.

CARLOWITZ & Co., Agents.

Hongkong, 6th August, 1909.

AMERICAN AND MANCHURIAN LINE

NOTICE TO CONSIGNEES.

FROM NEW YORK AND SINGAPORE.

THE Steamship

"KARONGA"

Captain Leslie, having arrived from the above Ports, Consignees of Cargo are hereby informed that their Goods are being landed at their risk into the Godowns of the Hongkong and Kowloon Wharf and Godown Company, Ltd., whence delivery may be obtained. Perishable Goods to be taken delivery of immediately.

All broken, chafed, and damaged Goods are to be left in the Godowns, where they will be examined on MONDAY, the 16th inst., at 3 P.M.

All Claims must be presented within fifteen days of the steamer's arrival here, after which date they cannot be recognised.

No Claims will be admitted after the Goods have left the Godowns, and all Goods remaining undelivered after the 16th inst. will be subject to rent.

No Fire Insurance has been effected.

Bills of Lading will be countersigned by SHEWAN, TOMES & Co., Agents.

Hongkong, 9th August, 1909.

NORDEUTSCHER LLOYD BREMEN.

IMPERIAL GERMAN MAIL LINE.

NOTICE TO CONSIGNEES.

THE Steamship

"BUELOW"

having arrived, Consignees of Cargo are hereby informed that their Goods, with the exception of Opium, Treasure and Valuables, are being landed and stored at their risk into the hazardous and/or extra hazardous Godowns of the Hongkong and Kowloon Wharf and Godown Company, Limited, Kowloon, and West Point Godowns, whence delivery may be obtained.

No Claims will be admitted after the Goods have left the Godowns, and all goods remaining undelivered after the 17th inst. will be subject to rent.

All broken, chafed and damaged Goods are to be left in the Godowns, where they will be examined on the 17th inst., at 9.30 A.M.

All Claims must reach us before the 21st inst., or they will not be recognised.

No Fire Insurance will be effected.

Bills of Lading will be countersigned by the undersigned.

NORDEUTSCHER LLOYD, MELCHERS & Co., General Agents.

Hongkong, 10th August, 1909.

NOTICE TO CONSIGNEES.

FROM ANTWERP, LONDON, MALTA, PORT SAID, SUEZ AND STRAITS.

THE P. & O. S. N. Co's Steamer

"BORNEO"

Consignees of Cargo by the above-named vessel are hereby informed that their goods are being landed and placed at their risk in the Hongkong and Kowloon Wharf and Godown Company's Godowns at Kowloon, where each Consignment will be sorted out Mark by Mark and delivery can be obtained as soon as the Goods are landed.

Optional Goods will be landed here unless instructions are given to the contrary within 6 hours.

Goods not cleared by the 17th inst., at 4 P.M., will be subject to rent.

No Fire Insurance will be effected by me in any case whatever.

Damaged packages must be left in the Godowns for examination by the Consignees and the Company's representative at an appointed hour. All claims must be presented within ten days of the steamer's arrival here, after which date they cannot be recognised. No claims will be admitted after the goods have left the Godowns.

E. A. HEWETT, Superintendent.

Hongkong, 11th August, 1909.

Apollinaris

THE QUEEN OF TABLE

WATERS.

SUPPLIED UNDER ROYAL

WARRANTS OF APPOINTMENT TO

HIS MAJESTY THE KING

AND

H.R.H. THE PRINCE OF WALES.

For Table Use and Mixing with

Wines and Spirits.

[958-1]

NOTICE.

WE, THE UNDERSIGNED, Trustees for the Creditors of TSO KEE KEE, appointed by Deed Dated the 27th day of February, 1909, hereby Give Notice, that having on the 27th day of April last paid to the Creditors a first dividend of 3 per cent in respect of the Debts due to them respectively, we have now declared and are prepared to pay a Second and Final Dividend of 18 per cent on the 15th day of August, 1909. We therefore request that each of the Creditors on that day send us at the Comptroller Department of Messrs. W. G. HUMPHREYS & Co., 16, Queen's Road Central, Hongkong, an account of the Debt due to such Creditors by TSO KEE KEE, together with any promissory note or such proof or other Securities held in respect thereof.

NG KWOK HING, CHAN FAI YU.

Hongkong, 9th August, 1909.

AS SUPPLIED TO THE HOUSE OF LORDS AND HOUSE OF COMMONS.

THORNE'S OLD VAT

PERCUSE \$15

THIS VAT WAS STARTED BY THE LATE ROBERT THORNE OF GREENOCK AND HAS BEEN SOLD AS SUCH SINCE 1850

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日曆英中 年十五

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STORYETTES.

THE KING'S LUCKY NUMBER.

According to M. A. P. the King's lucky number is 9. Both his parents were born in 1819, he was born on the 9th; his marriage took place in the year 63, which number added one to the other make 9, his reign commenced in 1901, he was to have been crowned on the 27th, which figures added together make 9, and he was actually crowned on August 9.

AN IRISH STORY.

An Irishman was sitting in a depot, smoking, when a woman came and, sitting down beside him, remarked: "Sir, if you were a gentleman you would not smoke here." "Mum," he said, "if you was a lady, you'd sit farther away. Pretty soon the woman burst out laughing. "If you were my husband I'd give you poison." "Well, mum," returned the Irishman, as he puffed away at his pipe, "if you was me wife I'd take it."

BIG REVENUE CUTTER.

Dr. Charles F. Akel, of New York, recently gave the younger women of his congregation advice about matrimonial extravagance. Compared with the English girl, the American girl is a great spendthrift. "Shortly after the return of the fleet two naval officers were talking about their wives. Naturally they used nautical terms. 'What a dear little craft your wife is,' said the first. 'Dear little, did you say?' She is dear, all right, but there is nothing little about her. Why, she is the biggest revenue cutter I have ever seen."

TWO STAMPS AS A DOWRY.

Respecting the naming of twins Lady Bathurst of Burleigh has just told an amusing story. A friend of hers, she said, had had the fortune, or misfortune, to have three sets of twins, and as each pair came the parents puzzled their brains to discover suitable names for them. The first pair, being girls, were called Kate and Duplicata; the second, a brace of boys, were named Peter and Repeater; and the third, also boys, were named Max and Limas. "At the christening," she said, "the minister said to the father: 'What a fine lot of names you have chosen for your children. I think you must have been very busy in the nursery.' The father replied: 'Yes, I was. I had to write out the names of the three sets of twins, and I had to write them out twice each, for I had to give them to the minister and to the nurse.'"

IN THE DARK.

A recent dinner at the Carlton tells the By-stander of a quaint incident he noticed there the other night. The band was playing a certain popular music-hall air, and a young lady at one of the tables, curious to know what it was, asked her waiter to find out. The man departed laden with plates, but was so long gone that the anxious inquirer began to feel her curiosity as to the tune. When at length the waiter returned, she was somewhat alarmed to hear a hasty, guttural voice from behind her say, "I'm afraid to go home in the dark." "What?" exclaimed the lady, in alarm. "I'm afraid," repeated the mysterious voice, in slow, impressive accents, "to go home in the dark." The lady gave a little scream, and turning to a male companion said, "Is this man mad?" It was only after an anxious interval that the explanation was understood.

TWO STAMPS AS A DOWRY.

Dot, two, or three is the bride's portion, whether she happens to be French, English, or Scotch. In different countries and times it takes various forms, but, for instance, forming a Chinese girl's marriage portion, the animals having a marketable value. What seems at the first sight the most modest dowry on record is the bride's portion of the wife of a sergeant in the French army, lately stationed in Crete. He had been living abroad, and married a Crete girl from Manabits, and her dowry was an old envelope bearing two used stamps. They were what is known as "Post Office, Manabits," the stamps being of little artistic beauty and bearing the words quoted. They were only current a very short time, and most of them were used, we believe, in sending invitations for a ball, consequently but few of the letters were preserved, and there has followed the usual law of supply and demand as regards value.

The sergeant, not being a sailor, did not dispose of them for a few francs to the first dealer who offered him, but he obtained expert advice. This was to the effect that they would enhance in value as time goes on, and that their selling price to-day would be about £1,600, or 40,000 francs. The worthy sergeant, so a Paris contemporary informs us, put them in a little box, and takes them with him where he is stationed. He formed one of the French contingent lately in Crete. As soon as he arrived there he placed his treasure for security in the strong room of the bank of Crete, and there it lay during the time of the foreign protectorate. When the time came for the troops to withdraw, the sergeant reclaimed his stamps. It was an event in Crete. The sergeant, being a good fellow, was accompanied by his comrades and a goodly number of Creteans, and the precious stamps were borne away in triumph, so if the story has foundation we may expect a sensation in the philatelic world ere long.

STORIES OF HORSES.

The Pall Mall Gazette published the two following stories as original and true. A celebrated English actress was in the habit of being driven each evening in a single-horse brougham to and from the theatre. "Doctor" was the name of the horse, and he, like the coachman and brougham, was "jobbed." One night, on leaving the theatre, Miss X. suspected that James was the worse for liquor. Fearing to trust herself to his care, she told him that he might go without her, as she intended to sup at the club, from whence she would proceed home by cab. James touched his hat, and whipping up "Doctor," set out on his journey back to the stables. All went well for a time. But soon after passingrompton Oratory the brougham collided with a van. The impact was slight, but it was sufficient to dislodge James from his seat, and he was deposited in the road without any bones being broken. "Doctor" was apparently unconscious of what had happened for he went on his steady way down Cromwell-road as if nothing was amiss, and as though James were still on the box. There were few people about at that time of night, and nobody appears to have noticed the absence of a driver. Still pursuing his undirected course, "Doctor" traversed the whole length of Cromwell-road, crossed Earl's Court-road, and presently drew up in front of the house of Miss X. without sustaining a scratch. After that "Doctor" became a great pet of the actress.

A certain horse belonging to a jobmaster was hired by a baker, and was put to do a daily "round" in a van. In the course of his "round" one morning the baker's man made rather a longer stay at one customer's house than was usual with him. Judge of his dismay when, on mounting the area steps, he could see neither horse nor van. In some distress he ran up and down several streets near by, but failing to find the missing horse and vehicle, he concluded that they had been driven away by some mischievous or dishonest person. But both turned up safe and sound at their ultimate destination. Now, here comes the strangest part, which is vouched for as a fact. Later in the day the man completed his "round," and, first at one, and then at another, house he was told: "We saw your horse and van outside, and wondered why you didn't leave any

bread." From this it was concluded that the horse, on going off by itself, had stopped in front of each of the houses at which it was in the habit of stopping daily, and after waiting the customary time had started off to the next house, the process being repeated till the whole "round" was completed, when the horse returned to headquarters. It may further be said that the route was circuitous, and crossed a main road more than once.

A ROYAL ROMANCE.

PRINCE'S LOST TITLES.

FORBIDDEN MARRIAGE.

MADRID, Saturday. News from the Siberian mail, Kinkoos the impression created by the various interpretations given to the Prince's recent telegram on the above subject. We interpreted the telegram to refer to the Infante Alfonso of Orleans, but we subsequently pointed out that some of our contemporaries had given reasons for assuming the Prince to be the Portuguese Prince of that name. We now reproduce the dispatch of the London Daily Telegraph's Madrid correspondent on the subject.

A decree has been published in the official Gaceta depriving the Infante Alfonso of Orleans of his titles and dignities. The reason for this remarkable step is that the Prince has married the Princess Beatrice of Sax-Coburg and Gotha, a daughter of the late Duke of Edinburgh. She is, consequently, a cousin of the Queen of Spain.

The marriage, which has been in contemplation for over a year, took place on Thursday last at Coburg. Owing to the difference in the religious persuasions of Prince Alfonso and the Princess Beatrice, the marriage was strongly opposed by the Prince's family and by the Pope, but despite these obstacles the young people have had their way, and are now man and wife.

The incident is of so unusual a character that I think it necessary to furnish some details with regard to it. When it was first suggested the Infante Prince Alfonso of Orleans offered the proposals the most energetic opposition. Prince Alfonso's own wedded life has not been particularly happy, and he and the Infanta Eulalia have been separated by mutual agreement for some years. When Prince Alfonso became aware of his father's opposition to the marriage he wrote saying, "I shall marry the Princess Beatrice whatever the cost it may entail." The Infanta Eulalia, who was brought up by Prince Alfonso, and the Pope intimated to the Prince Alfonso that he would never give his consent to the marriage unless the Prince Beatrice became a Roman Catholic, as it was impossible for the Vatican to approve of the union of a Prince of a reigning Catholic family with a Princess belonging to a Protestant house.

In reply to this, Prince Alfonso declared his unalterable intention to proceed with the marriage, despite the opposition of his family, the law, and the Church. The Prince during all these negotiations was a student at the Military Academy of Toledo, and remained there until May 11 last, when he was given a commission as Second Lieutenant in an infantry regiment. About this time a communication was received from the Vatican, stating that if the Spanish Government approved of the proposed marriage, his Holiness would feel obliged to regard such a step with strong disapproval, and would break off diplomatic relations with Spain.

Señor Maura, the Prime Minister, is a Clerical of the Clerical, and assured the Papal representative in Madrid that the Spanish Government would never consent to the marriage. After this the discussion ceased, and nothing further was said by Prince Alfonso on the subject until yesterday, when the King of Spain received a telegram, announcing that the wedding had taken place.

KING ALFONSO'S DECREE. King Alfonso at once telegraphed for Señor Maura, who was at Santander. On his arrival he had a long interview with the King, and the decree depriving Prince Alfonso of his titles was the result.

The Prince is in a very difficult position, as his marriage without the King's consent has entailed the breaking of some very stringent laws relating to the House of Bourbon, of which the King of Spain is the head, and no marriage of any member of it can legally take place without his Majesty's approval. According to Spanish law, Prince Alfonso should have received the consent of his father and mother, and it was equally necessary that the names should be published in the official gazette in the town and parish where the Prince resided.

In addition to contravening all these laws, the newly-wedded Prince has committed a whole series of military offences. In the first place, as a junior officer of the Army he could not get married without the approval of the Minister for War; in the second, he left Spain without a passport; and in the third, his regiment was under orders for Morocco to join the forces operating at Melilla, and an order had been sent to the Prince to join his regiment. The order, however, did not reach him, as he had already left for Germany without leave from his military superiors.

Prince Alfonso crossed the frontier into France on Tuesday last, and proceeded direct to Coburg. It is believed that all the preliminaries for the marriage had then been arranged, as the ceremony took place on Thursday, and the Prince only arrived in Coburg late on Wednesday. As already mentioned, the Prince has been promptly deprived of all his titles, honours, decorations, and prerogatives as a member of the House of Bourbon.

I also learn that the military authorities will immediately institute proceedings against him as a deserter, in accordance with military law. The affair has created great excitement in Madrid, and is discussed in all the papers. The Radical journals take occasion to say that the incident is another proof that Spain is always under the influence of the Vatican. I am in a position to assure you, however, that the religious question occupies a place of secondary importance in the matter, and that it is the Prince's disregard of the law which caused the profound regret that prevails at the Spanish Court.

Prince Alfonso is undoubtedly in a very difficult position. It is believed that he will not return to Madrid and that he will resign his commission in the Army.

Coburg, Saturday. The ex-Infante Alfonso of Orleans and his bride, the Princess Beatrice of Sax-Coburg and Gotha, left here this morning for the South on their honeymoon. The young couple will later take up their residence at the Edinburgh Palace here.—Reuter.

BOURBON AND SAX-COBURG. His Royal Highness Prince Alfonso of Orleans, ex-Infante of Spain, whose marriage to a niece of King Edward has cost him the displeasure of the head of the Bourbon family, is the elder son of Prince Antoine, Duke of Galliera and the Infanta Eulalia, aunt of King Alfonso. He was born in Madrid on Nov. 12, 1886, and is, therefore, in his twenty-third year. Princess Beatrice of Sax-Coburg-Gotha is, of course, well known in England. She is the youngest of the four daughters of the late Duke Alfred of Sax-Coburg, formerly Duke of Edinburgh, and was born at Eastwell Park on April 20, 1884. Her eldest sister is married to the Crown Prince of Roumania, and Princess Beatrice herself might now have been sharing a throne, for she rejected the hand of the King of the Bulgarians when that self-promoted monarch was merely Prince Ferdinand.

This, it may be mentioned, is not the first instance of a Prince being deprived of his honours for marrying a Princess of the house of Sax-Coburg-Gotha. Princess Victoria, an elder sister of Princess Beatrice, married the Grand Duke Ernest of Hesse. On the dissolution of this union by decree of divorce the Princess married the Grand Duke Cyril Vladimirovitch, and as the latter had acted without the consent of the Tsar he was punished by his Majesty in a manner similar to that by which the King of Spain has shown his displeasure with the Infante Alfonso of Orleans. Recently, however, the Tsar and the Grand Duke were reconciled, and the deprivation was cancelled.

The marriage which has caused such an exhibition of Royal sternness on the part of a particularly amiable young monarch took place at Coburg on July 15, and in order to secure its perfect legality no fewer than three ceremonies were held, corresponding with the civil status of the parties and their different religions. In the first place the civil marriage was performed at the Schloss Rossmann by Dr. E. von Richter, Minister of State of the Duchy of Sax-Coburg-Gotha. In the afternoon the marriage according to the Catholic rite was solemnised in the Church of St. Augustin, in Coburg, and an hour later the Protestant ceremony took place in the chapel of the Palais Edinburg.

It is understood, according to the Madrid Press, that King Alfonso, in issuing the decree of deprivation, was actuated not so much by his own inclinations as by the Bourbon family laws, which in all matters affecting the marriages of members of the house are inexorable.

WEATHER REPORT.

The Hongkong Observatory yesterday issued the following report:—On the 12th at 12.20 p.m.—The returns from Shanghai and Japan are not yet to hand. The barometer and fallen slightly at the other stations. The depression remains over S. China, and the highest pressure is shown over the S. part of the China Sea and the S. Philippines. Strong S. and S.W. winds may be expected in the Formosa Channel and along the northern shores of the China Sea. Hongkong rainfall for the 24 hours ending at 10 a.m. to-day, 2.18 inches.

The forecast for the 24 hours ending at noon to-day is as follows:—Hongkong & Neighbourhood (S. to S.W. Formosa Channel) winds, strong. South coast of China between Hongkong and Lamooka. Same as No. 1. South coast of China between Hongkong and Hainan. Same as No. 1. S.W. winds, strong; squally, thunder showers.

AN IDEAL TONIC

FOR THE STOMACH AND LIVER.

When your head is dull and heavy, your tongue furred, your bowels constive, and you awake in the morning fagged and worn-out, with no relish for breakfast and dreading your work.—When you feel done-up and good-for-nothing, have no appetite, no energy, no interest or ambition, your stomach and liver need help, and need it sorely. Indigestion is poisoning your blood and sapping your vitality. You need the digestive tonic—

MOTHER SEIGEL'S SYRUP

Mother Seigel's Syrup will cure you. It will clear your head and clean your tongue, renew your appetite, stimulate the action of your stomach and liver, regulate your bowels, make food nourish you, and give you new strength, new energy, new life. As a digestive tonic and stomachic remedy it has no equal.

CURES INDIGESTION

INVIGORATES THE SYSTEM. PURIFIES THE BLOOD.

